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**Pro Hac Vice*

Attorneys for Plaintiff and the Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Loretta Williams, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

**DDR Media, LLC, and Lead Intelligence,
Inc.**

Defendants.

Case No. 3:22-cv-03789-SI

**DECLARATION OF PATRICK H. PELUSO
IN SUPPORT OF PLAINTIFF'S
OPPOSITION TO DEFENDANTS' MOTION
TO COMPEL ARBITRATION**

Hearing: February 17, 2023

Time: 10:00 AM

Judge: Hon. Susan Illston

I, Patrick Peluso, on oath declare as follows:

1. I am one of the attorneys for Plaintiff Loretta Williams ("Plaintiff") and the alleged Class in the above-captioned action. I am over the age of 18 and can competently testify to the matters set forth herein if called to do so.

2. Attached as Exhibit 1 to this Declaration is a true and accurate copy of an archived version of the Terms and Conditions as displayed on <https://snappyrent2own.com/> on May 25,

1 2022, which was obtained via web.archive.org a/k/a Internet Archive WayBackMachine. When
2 our firm accessed the https://snappyrent2own.com/ website via web.archive.org, the privacy
3 policy hyperlink was not functioning.

4 3. When our firm accessed https://snappyrent2own.com/ website as currently
5 available, the privacy policy hyperlink was not functioning.

6 4. Attached as Exhibit 2 to this Declaration are true and accurate copies of the
7 disclosures analyzed in *Berman v. Freedom Fin. Network, LLC*, 30 F.4th 849 (9th Cir. 2022).

8 Further affiant sayeth not.

9 I declare under penalty of perjury that the foregoing is true and correct and that this
10 declaration was executed in the State of Colorado, on January 13, 2023.

11
12 By: /s/ Patrick H. Peluso

13 Patrick H. Peluso
14 ppeluso@woodrowpeluso.com
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17 Denver, Colorado 80210
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Exhibit 1



Terms and Conditions

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A physical or electronic signature of a person authorized to act on behalf of the copyright owner;

Identification of the copyrighted work claimed to have been infringed;

Identification of the material that is claimed to be infringing and information reasonably sufficient to locate the material;

Information reasonably sufficient to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;

A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

If material is believed in good faith by Company to infringe a copyright or otherwise violate any intellectual property rights, Company will remove or disable access to any such material. If you believe that a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notification, you may file a Counter-Notification in Response to Claim of Copyright Infringement with Company's copyright agent, identified above. You may want to seek independent legal counsel before filing a notification or counter-notification.

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Indemnity You agree to indemnify, defend and hold harmless Company, its affiliates, shareholders, directors, officers, co-branders, subsidiaries, parents, employees and agents, from any claim, demand, liability, dispute, damage, cost, expense, or loss, including reasonable attorneys' fees and costs of litigation, arising out of, or in any way connected with your use of or access to the Site, your use of the Content, your linking to the Site or your violation of these Terms.

Governing Law and Dispute Resolution These Terms shall be governed by the laws of the state of California without regard to its choice of law rules. You consent to personal jurisdiction by the state and federal courts located in Los Angeles County, California. Any dispute arising out of or in connection with these Terms or your use of any Content or this Site or your access to or links to this Site, shall be resolved by binding **arbitration** before a neutral arbitrator administered by JAMS in Charlotte, NC, in accordance with its applicable **arbitration** rules, as then in effect.

General If any provision of these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms will remain in effect. Company's failure to act with respect to a breach by any person using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. Company may assign its rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you. You may not assign these Terms without the prior written consent of Company. These Terms, the Privacy Policy, any operating rules, policies, or procedures that may be posted from time to time by Company on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

Limitation of Actions You agree that any claim or cause of action arising out of your use of the Site or these Terms must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by Company to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

Acknowledgment You acknowledge (a) that you have read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

Contact Information If you have any questions regarding these Terms or the Site, please contact Company at:

SnappyRent2Own.com
1288 North Mountain Road
Suite D
Harrisburg
PA 17112

Exhibit 2

Appendix A

Samples & Savings

Welcome back, stephanie!

Confirm your ZIP Code Below:

93930

I understand and agree to the [Terms & Conditions](#) which includes mandatory arbitration and class action waiver.

☒ I AGREE to receive daily emails from Samples&Savings and SweepstakesAlerts.

This is correct, Continue! »

Getting Free Stuff Has Never Been Easier!

JOIN US!

Sign up and join our community of millions of users just like you on the prowl for samples, coupons, and freebies!

EXPLORE!

We will not only match you with products you are most interested, but you'll also be able to browse all samples we have available at the time.

SAVE BIG!

Let us provide you with freebies, trials, and samples that you'd typically be spending hard earned money on.

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SAVE BIG!

Let us provide you with freebies, trials, and samples that you'd typically be spending hard earned money on.

There is no purchase necessary to access our list of links for samples but you do need to provide personal information, respond to survey questions and agree to be contacted by our marketing partners to qualify for a sample collection. By visiting the website and participating, you agree to the Terms & Conditions, which includes mandatory arbitration, and our Privacy Policy under which you allow us to share your personal information with our marketing partners who may also contact you via email, or if you separately consent, by telephone or text message. Message and data rates may apply. Reply "STOP" to cancel. For customer service, reply "HELP". Sign up to receive data is sent from Samples and Savings. You may receive up to a maximum of 10 offers not selected any of the above, with no more than 4 free trials in one day. We may be compensated for connecting our marketing partners with consumers who may be interested in their products or services. We may substitute other products.

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American Prize Center LLC
128 Court Street, 3rd Floor
White Plains, NY 10601


20 BERMAN V. FREEDOM FINANCIAL NETWORK

Appendix B

Shipping Information Required



Item #5160300095421



Complete your shipping information to continue towards your reward

First Name

Last Name

Street Address

ZIP Code

Telephone

Date of Birth:

MM

DD

1923


Select Gender:

Male

Female

I understand and agree to the [Terms & Conditions](#) which includes mandatory arbitration and [Privacy Policy](#).

Continue »

 Includes Express Shipping

NATIONAL CONSUMER CENTER

Program Requirements - Updated March 23, 2017. To earn an incentive, you must: 1) be a U.S. resident 18 years or older; 2) provide accurate and complete registration information; 3) complete the survey questions; 4) view optional offers; and 5) complete the requisite number of Silver, Gold and Platinum offers which are split into two tiers based on the incentive's value. For Tier 1 incentives with a value of \$100 or less, complete 1 Silver, 1 Gold and 2 Platinum offer. For Tier 2 incentives with a value of more than \$100, complete 1 Silver, 1 Gold, and 8 Platinum offers. You must complete all offers within 20 days from when you complete your first offer. Completion of offers usually requires a purchase or entering into a paid subscription program for goods or services. Incentives are limited to one incentive of any kind per household (persons living at the same address) within any twelve calendar month period provided you must wait 24 calendar months after you claim a Tier 2 incentive before you can claim another Tier 2 incentive. The [Representative Offer Chart](#) describes the terms of several offers including a description of the offer, the initial commitment, ongoing obligations and how to cancel. We reserve the right to substitute a gift card of greater or equivalent value for any incentive. Failure to submit accurate registration information, complete the survey questions or comply with claim verification process will result in disqualification. SOLVING A PUZZLE, PROVIDING YOUR REGISTRATION INFORMATION, COMPLETING THE SURVEY OR VIEWING OPTIONAL OFFERS WITHOUT COMPLETING THE NUMBER OF REQUIRED OFFERS SPECIFIED ABOVE, DOES NOT QUALIFY YOU FOR AN INCENTIVE. We verify your registration information and if it's inaccurate, the pages with the Gold, Silver and Platinum offers may not be displayed. If that happens, you won't be eligible to earn an incentive.

By participating, you agree to the [Terms & Conditions](#) which includes mandatory arbitration and [Privacy Policy](#), which includes your consent to our sharing your personally identifiable information with our Marketing Partners for which we may be compensated.

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